

NATIONAL BIDDING DOCUMENT

SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)



National Disaster Risk Management Fund

08th July, 2024

SECTION I: INVITATION TO PROPOSAL

National Disaster Risk Management Fund (NDRMF)

IFP No. 2205/24/MIS

SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module

Date: 08/07/2024

1. This Invitation to Proposal follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. 2205/24/MIS for the subject Project/Procurement which appeared in the Newspapers vide dated 08th July, 2024. The same was uploaded on website of NDRMF & PPRA while e-bidding initiated through PPRA EPAD (www.eprocure.gov.pk).
2. The Procuring Agency has reserved the funds for the procurement planned during the **financial year 2024-25** It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for subject procurement.
3. NDRMF now invites sealed Proposal from eligible bidders for subject procurement.
4. The bidding shall be conducted in line with the *Single Stage Two Envelope* procedure of the Public Procurement Rules 2004 and *Least Cost Selection* method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPAD System (www.eprocure.gov.pk).
5. All Proposal must be accompanied by a **Proposal Securing Declaration** on the format provided in the Bidding Document **Form -4**. Interested bidders shall be required to submit Proposal Securing Declaration along with the Proposal through EPAD, besides submit its scanned copy at Manager Procurement's email address i.e. muhammad.asif@ndrmf.pk, as the said form's scanned copy shall be required at the time of Proposal opening through EPAD.
6. Bidding document containing detailed terms & conditions for the aforesaid activity may be downloaded (free of cost) from PPRA's website i.e. www.ppra.org.pk, Fund's website i.e. www.ndrmf.pk and from **PPRA's EPAD system**. Further, details can be obtained from the office of Manager Procurement, EOBI Building, 5th Floor, G-10/4, Islamabad.
7. **Bidders are required to submit their Proposal through PPRA EPAD System (www.eprocure.gov.pk) as per following schedule:-**

Proposal Submission Date & Time	24 th July, 2024 at 1100 hours
Technical Proposal Opening Date & Time	24 th July, 2024 at 1130 hours

8. Bidders are requested to get registered on Public Procurement Regulatory Authority (PPRA) EPAD System to participate in the aforesaid bidding process.

Manager Procurement
National Disaster Risk Management Fund's Office located at 5th Floor, EOBI
House, G-10/4, Mauve Area, Islamabad
Muhammad.asif@ndrmf.pk



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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

This Section provides information to help Bidders prepare their Proposal. Information is also provided on the submission, opening, and evaluation of Proposal and on the award of Contracts.

These instructions are supplemented by Proposal Data Sheet (PDS) in following Section III.

A. Introduction		
1. Scope of Proposal	1.1	The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of Services as specified in the PDS and Section V -Scope of Services The successful Bidders will be expected to deliver the Services within the specified period and timeline(s) as stated in the PDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Proposal.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. <i>(The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.
	3.4	Any Proposal submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Proposal is open to all prospective Service Provider, firms or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national

		incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.
	3.7	<p><i>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</i></p> <ol style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Proposal; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Proposal in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ol style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or

		performance failure or due to breach of bid securing declaration. (f) The firm, Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
4. Eligible Services and Related supplementary Services	4.1	All Services and related supplementary services to be rendered under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such Services and services. For purpose of this Proposal, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the Services are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be rendered.
	4.3	The nationality of the Service Provider that supplies, assembles, distributes, or sells the Services and services shall not determine the origin of the Services.
	4.4	To establish the eligibility of the Services and the related services, Bidders shall fill the country of origin declarations included in the Form of Proposal.
	4.5	If so required in the PDS, the Bidder shall demonstrate that it has been duly authorized by the firm of the Services to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Services indicated in its Proposal.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents		
7. Contents of Bidding Documents	7.1	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Proposal, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I - Invitation to Proposal Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (PDS) Section IV - Eligible Countries Section V - Scope of Services Section VI - Standard Form (Response Schedules) Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions of Contract (SCC) Section IX - Contract Forms
	7.2	The number of copies to be completed and returned with the Proposal is specified in the PDS.
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Proposal.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the PDS.
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposal as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so

		following the procedure under ITB 9 .
	8.5	If indicated in the PDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the PDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Document	9.1	Before the deadline for submission of Proposal, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS: Provided that the bidder who had either already submitted their Proposal or handed over the Proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Proposal and submit the revised Proposal prior to the original or extended Proposal submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Proposal, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposal: Provided that the Procuring Agency shall extend the deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.
C. Preparation of Proposal		
10. Language of Proposal	10.1	The Proposal prepared by the Bidder, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the PDS. Supporting documents and printed literature furnished by the

		Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the PDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Proposal	11.1	<p>11.1 The Proposal prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Proposal and Proposal Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the PDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the firm to deliver the Services into Pakistan, where required; e) Documentary evidence established in accordance with ITB 12 that the Services and related supplementary services to be rendered by the Bidder are eligible Services and services, and conform to the Bidding Documents; f) Proposal security or Proposal Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the Proposal; and h) Any other document required in the PDS.
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> a) submitted as part of the Proposal, in the quantities, dimensions and other details requested in the PDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of Proposal; and d) evaluated to determine compliance with all characteristics listed in the PDS.
	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Proposal if the sample(s)-</p> <ul style="list-style-type: none"> a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Proposal Data Sheet.
	11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the Services being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by a Procuring Agency</p>

		shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Services and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Proposal, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Services and related supplementary services which the Bidder proposes to render.
	12.2	The documentary evidence of the eligibility of the Services and related services shall consist of a statement in the Price Schedule of the country of origin of the Services and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the Services and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Services; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Services and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the PDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of Services, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services during the period specified in the PDS following commencement of the use of the Services by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Proposal, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the

		original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Proposal, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Proposal shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its Proposal, is from an eligible country as defined in Section 4 titled as " Eligible Countries ".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) in the case of a Bidder offering to deliver Services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Services' Firm or producer to deliver the Services in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in PDS. c) that the Bidder meets the qualification criteria listed in the Proposal Data Sheet.
14. Form of Proposal	14.1	The Bidder shall fill the Form of Proposal furnished in the Bidding Documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Proposal Prices	15.1	The Proposal Prices and discounts quoted by the Bidder in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other Proposal, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Proposal price to be quoted in the Form of Proposal in accordance with ITB 15.1 shall be the total price of the Proposal,

		excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the Services it proposes to deliver under the contract.
	15.6	<p>Prices proposed on the Price Schedule for Services and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Proposal by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p><i>a) For Services: -</i></p> <ul style="list-style-type: none"> i. the price of the Services, quoted as per applicable INCOTERMS as specified in the PDS ii. all customs duties, sales tax, and other taxes applicable on Services or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and <p><i>b) For Related Services</i></p> <ul style="list-style-type: none"> i. The price of the related services, and ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.8	If so indicated in the Invitation to Proposal and Instructions to Bidders, that Proposal are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Proposal Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For Services and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the PDS.</p> <p>b) For Services and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of Services and related services originating outside Pakistan, the Proposal prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>

	16.2	For the purposes of comparison of Proposal quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Proposal specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Proposal.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Proposal Validity Period	17.1	Proposal shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary Proposal securing instrument i.e. the expiry period of Proposal security or Proposal securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Proposal only once, for the period not more than the period of initial Proposal validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Proposal Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Proposal security or causing to be executed its Proposal Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security or Proposal Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Proposal validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Proposal evaluation shall be based on the already quoted Proposal Price without taking into consideration on the above correction.
18. Proposal Security or Proposal Security Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the PDS, the Bidder shall furnish as part of its Proposal, a Proposal Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the PDS or Proposal Securing Declaration as specified in the PDS in the format provided in Section VI (Standard Forms) .
	18.2	The Proposal Security or Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture,

		pursuant to ITB 18.9 .
	18.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the PDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the PDS
	18.4	The Proposal Security or Proposal Securing Declaration shall be in accordance with the Form of the Proposal Security or Proposal Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Proposal submission
	18.5	The Proposal Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Proposal not accompanied by a Proposal Security or Proposal Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28 .
	18.7	<p>Unsuccessful Bidders' Proposal Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> a) the expiry of the Proposal Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; c) the rejection by the Procuring Agency of all Proposal; d) the withdrawal of the Proposal prior to the deadline for the submission of Proposal, unless the Bidding documents stipulate that no such withdrawal is permitted
	18.8	The successful Bidder's Proposal Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42
	18.9	The Proposal Security may be forfeited or the Proposal Securing Declaration executed:

		<p>a) <i>if a Bidder:</i></p> <p>i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Proposal except as provided for in ITB 17.2; or</p> <p>ii) does not accept the correction of errors pursuant to ITB 30.3; or</p> <p>b) <i>in the case of a successful Bidder, if the Bidder fails:</i></p> <p>i) to sign the contract in accordance with ITB 41; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 42.</p>
19. Alternative Proposal by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in Schedule of Requirements/ToR. Alternatives will not be considered, unless specifically allowed for in the PDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of Services is explicitly invited, a statement of that effect will be included in the PDS as will the method for evaluating different schedule for delivery of Services.
	19.3	If so allowed in the PDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Proposal that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Proposal, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the Proposal price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Proposal	20.1	Before Proposal submission deadline, any bidder may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Proposal requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Proposal	21.1	The Bidder shall prepare an original and the number of copies of the Proposal as indicated in the PDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Proposal shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or a

		person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
D. Submission of Proposal		
22. Sealing and Marking of Proposal	22.1	In case of <i>Single Stage One Envelope Procedure</i> , the Bidder shall seal the original and each copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004</i>
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the PDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the PDS , the Invitation to Proposal (ITB) title and number indicated in the PDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the PDS , pursuant to ITB 23.1 .
	22.3	In case of Single Stage Two Envelope Procedure, The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Proposal. Each Bidder shall submit his Proposal as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for Proposal opening, as specified in the Bidding Data. pursuant to ITB 23.1 .

		c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the Proposal to be returned unopened in case it is declared “late” pursuant to Clause ITB.24
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Proposal.
23. Deadline for Submission of Proposal	23.1	Proposal shall be received by the Procuring Agency no later than the date and time specified in the PDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposal by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Proposal	24.1	The Procuring Agency shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposal, in accordance with ITB 23.
	24.2	Any Proposal received by the Procuring Agency after the deadline for submission of Proposal shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Proposal	25.1	A Bidder may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.
	25.2	Revised Proposal may be submitted after the withdrawal of the original Proposal in accordance with the provisions referred in ITB 22.
E. Opening and Evaluation of Proposal		
26. Opening of Proposal	26.1	The Procuring Agency will open all Proposal, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the PDS. The Bidders’ representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Bidder. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
	26.3	Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding

		Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.
	26.5	Other envelopes holding the Proposal shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Proposal Security, Proposal Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the PDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Proposal Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Proposal not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Proposal opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Proposal.
	26.10	No Proposal will be rejected at the time of Proposal opening except for late Proposal which will be returned unopened to the

		Bidder, pursuant to ITB 24.
	26.11	The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Proposal opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the Proposal validity period, publically open the financial proposals of the technically accepted Proposal only. The financial proposal of Proposal found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Proposal and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Proposal or award decisions may result in the rejection of its Proposal.
	27.3	Notwithstanding ITB 27.2 from the time of Proposal opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Proposal	28.1	To assist in the examination, evaluation and comparison of Proposal (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Proposal

		should be sought in accordance with ITB 31.
	28.3	<p>28.3 The alteration or modification in THE PROPOSAL which in any affect the following parameters will be considered as a change in the substance of a Proposal:</p> <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Proposal opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Proposal	29.1	<p>29.1 Prior to the detailed evaluation of Proposal, the Procuring Agency will determine whether each Proposal:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.</p>
	29.2	<p>A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposal.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Proposal shall be rejected.
	29.4	29.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

		<p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Proposal from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a Proposal or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</p> <ol style="list-style-type: none"> a. Submit the number of copies of signed Proposal required by the invitation; b. Furnish required information concerning the number of its employees; c. the firm submitting a Proposal has formally adopted or authorized, before the date set for opening of Proposal, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the Proposal carries such a signature.
	29.5	Provided that a Technical Proposal is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
	29.6	Provided that a Technical Proposal is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements/ToR , of the Bidding Documents have been met

		without material deviation or reservation.
		If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Proposal.
31. Correction of Errors	31.1	<p>Proposal determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of Proposal quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) Proposal specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the PDS .
33. Evaluation of Proposal	33.1	The Procuring Agency shall evaluate and compare only the Proposal determined to be substantially responsive, pursuant to ITB 29 .

	33.2	In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	<p>The Procuring Agency's evaluation of a Proposal will take into account:</p> <ul style="list-style-type: none"> a) in the case of Services rendered by local firm in Pakistan or Services from foreign origin firm already registered in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the Services if a contract is awarded to the Bidder; b) in the case of Services of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the Services if the contract is awarded to the Bidder; and
		<p>In evaluating the Bidders, the evaluation committee will, in addition to the Proposal price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the PDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> i. Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the Services to their final destination. ii. delivery schedule offered in the Proposal; iii. deviations in payment schedule from that specified in the Special Conditions of Contract; iv. the cost of components, mandatory spare parts, and service; v. other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	<p>For factors retained in PDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the PDS:</p> <ul style="list-style-type: none"> a) <i>Delivery schedule.</i> <ul style="list-style-type: none"> i) The Services covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Proposal offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the PDS, will be added for evaluation to the Proposal price of Proposal offering deliveries later than the earliest delivery period specified in the Schedule of Requirements/ToR. b) <i>Deviation in payment schedule.</i> <ul style="list-style-type: none"> i) Bidders shall state their Proposal price for the payment schedule outlined in the SCC. The Procuring Agency will not consider the alternative payment schedule offered by the

		<p>Bidder.</p> <p>c) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the PDS and/or the Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Proposal, is specified in the PDS .
34. Domestic Preference	34.1	If the PDS so specifies, the Procuring Agency will grant a margin of preference to certain Services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Proposal	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Proposal with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Proposal.
	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <p>i) Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the Services to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</p> <p>ii) Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the Services:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>After determining the Most Advantageous Proposal, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Proposal, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the PDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>

	36.2	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Bidder an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low; c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and e) An abnormally low Proposal means, in the light of the Procuring Agency’s estimate and of all the Proposal submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit. <p><i>Guidance for Procuring Agency:</i> In order to identify the Abnormally Low Proposal (ALP) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> i) Comparing the Proposal price with the cost estimate; ii) Comparing the Proposal price with the Proposal offered by other bidders submitting substantially responsive Proposal; and iii) Comparing the Proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	<p>The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.</p>
	36.4	<p>The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 13.3, as</p>

		well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. <i>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i>
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Proposal, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
F. Award of Contract		
37. Criteria of Award	37.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Proposal has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a. eligible in accordance with the provisions of ITB 3; b. is determined to be qualified to perform the Contract satisfactorily; and c. Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Proposal relating to the following areas: <ul style="list-style-type: none"> a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to	39.1	Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the Proposal, and to annul the Bidding process at any

<i>reject All Proposal</i>		time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Proposal shall be given promptly to all Bidders that have submitted Proposal.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Proposal, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of Services or related services originally specified in these Bidding Documents (Schedule of Requirements/ToR) provided this does not exceed by the percentage indicated in the PDS , without any change in unit price or other terms and conditions of the Proposal and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the Proposal.
	41.2	Where no complaints have been lodged, the Bidder whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Notification of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Proposal Security or Proposal Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Notification of Award, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and

		in the form stipulated in the PDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the PDS which shall be in any of the following:</p> <ol style="list-style-type: none"> a) certified cheque, cashier's or manager's cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Proposal.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	44.2 The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the PDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Proposal, the expenses that will be incurred in order to commence Delivery of Services. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievances Redressal & Compliant Review Mechanism

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the Proposal submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his Proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. Mechanism of Blacklisting

49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by

		the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: PROPOSAL DATA SHEET (PDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: National Disaster Risk Management Fund</p> <p>The subject of procurement is: SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module</p> <p>Period for delivery of Services: -</p> <p><i>i-</i> For ERP Support Services agreement partial lump-sum mode will be applicable, wherein <u>ERP functional & technical support function will be required to perform as per actual on hourly basis i.e. 1250 hours for One (01) Year (extendable upon satisfactory performance)</u></p> <p><i>ii-</i> <u>SAP Project System module implementation will be linked with the pre-defined outputs/deliverables</u> as per Section-V Scope of Work Period of delivery of services would be Six (06) months</p> <p>Commencement date: Following date of signing of SAP ERP Service Level Agreement.</p>
2	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: 2024-25</p> <p>Name and identification number of the Contract: SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module # 2205/24/MIS</p>
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: N/A.
4.	4.1	Ineligible country(s) is or are India & Israel
B. Bidding Documents		
7.	7.2	<p>The number of documents to be completed and returned is one original Technical Proposal(for record only) to be physically submitted at Invitation to Proposal notice stated address & time, the same scan shall be uploaded at EPAD System (www.eprocure.gov.pk).</p> <p><u>Evaluation will be made on the Proposal (Technical & Financial) submitted only at EPAD system hence EPAD System must be used for submission of Proposal.</u></p>
8.	8.1	The address for clarification of Bidding Documents is Manager Procurement (muhammad.asif@ndrmf.pk)

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders						
		National Disaster Risk Management Fund's Office located at 5 th Floor, EOBI House, G-10/4, Mauve Area, Islamabad. Phone No: 051-9108300 Ext (415)						
9.	8.5	Pre-Bid Meeting: Not Required						
C. Preparation of Proposal								
10.	10.1	The Language of all correspondences and documents related to the Proposal is: English						
11.	11.1	<p>Documents constituting Proposal: Bidders shall separately file & submit Technical Proposal and Financial Proposal as follows;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 30%;">Technical Proposal</td> <td> <p>a) Documentary Evidences as per PDS 17 r/w ITB 13.3 (b)</p> <p>b) Form 3: Form of Qualification Information</p> <p>c) Form 4: Proposal Securing Declaration</p> <p>d) Notarized Power of Attorney authorizing the signatory of the Bidder to submit the Proposal</p> </td> </tr> <tr> <td style="text-align: center;">2</td> <td>Financial Proposal</td> <td> <p>a) Form 1: Form of Proposal</p> <p>b) Form 2: Price Schedule</p> <p>c) Form 7: Integrity Pact</p> </td> </tr> </tbody> </table> <p>NOTE: Properly and separately scanned files of technical and financial proposals shall be uploaded at PPRA EPAD. The same scanned uploaded technical proposal in hard form shall be submitted at address stated in Invitation of proposal notice only <u>while financial proposal SHALL NOT BE submitted at said address nor shall mentioned quoted Prices in technical proposal.</u></p>	1	Technical Proposal	<p>a) Documentary Evidences as per PDS 17 r/w ITB 13.3 (b)</p> <p>b) Form 3: Form of Qualification Information</p> <p>c) Form 4: Proposal Securing Declaration</p> <p>d) Notarized Power of Attorney authorizing the signatory of the Bidder to submit the Proposal</p>	2	Financial Proposal	<p>a) Form 1: Form of Proposal</p> <p>b) Form 2: Price Schedule</p> <p>c) Form 7: Integrity Pact</p>
1	Technical Proposal	<p>a) Documentary Evidences as per PDS 17 r/w ITB 13.3 (b)</p> <p>b) Form 3: Form of Qualification Information</p> <p>c) Form 4: Proposal Securing Declaration</p> <p>d) Notarized Power of Attorney authorizing the signatory of the Bidder to submit the Proposal</p>						
2	Financial Proposal	<p>a) Form 1: Form of Proposal</p> <p>b) Form 2: Price Schedule</p> <p>c) Form 7: Integrity Pact</p>						
12.	11.1(b)	Detail of sample(s) to be submitted with the Proposal are: N/A						
13.	11.2 (b)	Characteristics : N/A						
14.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Proposal :- N/A						
15.	12.3 (c)	Other procurement specific documentation requirements are: N/A						
16.	12.4	Spare parts required for of years of operation: N/A						
17.	13.3 (b)	<p>The qualification criteria required from Bidders in ITB 13.3(b) is as follows:</p> <p>a) Must be registered with Income & sales Tax Departments and on ATL status</p> <p>b) Service provider must have proper Business Location/setup and telephone facility</p> <p>c) Bidders must provide an Affidavit on judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization</p> <p>d) Firm must have Minimum Two (02) years of experience and</p>						

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		<p>track record of completed projects over the last two (02) years as per following besides, having pool of consultants having following expertise (firm must <i>provide documentary evidence such as work orders, Contracts, completion certificate of projects CV/Profiles of Experts and Web links of Completed Projects, performance certificates etc to establish the experience</i>): -</p> <ul style="list-style-type: none"> i) SAP Integration Experience (over the last two years): Demonstrated experience in a minimum of 20 integrations utilizing: BTP (CPI, APIM, Event Mesh) platform, REST API, SOAP Web Services, RFC, etc. ii) Certified Consultants: Firm must have a pool of consultants comprising at least three (03) certified professionals for each of the following modules, each with a minimum of 10 years of experience: <ul style="list-style-type: none"> o SAP FICO, MM, HCM, ABAP, BASIS iii) SAP Project System: Firm must have at least two (02) PS resources with a minimum of 10 years of experience, each holding SAP certifications. iv) UI/UX and Application Development: Firm must have a minimum of two (02) FIORI developers with more than five years of experience in SAP UI5/Fiori app development, and at least one (01) developer must possess Fiori certification. v) Workflow Development: Proven track record in executing workflow development over the last two years, encompassing SAP FICO, MM, HCM, PS, and customized applications. vi) SAP BTP: Firm must have proven experience in SAP BTP with expertise in SAP CPI, Event Mesh, and APIM. vii) Firms must provide satisfactory Performance Certificates from at-least the last three (03) Procuring Agencies along with the details of Contact Person for Reference check (<i>in case of unsatisfactory past performance, that Firm will be declared non-responsive</i>)
18.	15	The Proposal Prices and discounts quoted by the Bidder in the Form of Proposal and in the Price Schedules shall conform that all services on Delivery Duty Paid at Procuring Agency's office
19.	15.8	The price shall be fixed.
20.	16.1 (a)	a) For Services and related supplementary services originating in Pakistan the currency of the Proposal shall be Pakistani Rupees
21.	17.1	The Proposal Validity period shall be Sixty (60) days .

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
22.	18.1	Proposal Security Declaration is required as per Form 4
23.	19.1	Alternative Proposal to the requirements of the Bidding Documents Not Allowed
24.	21.1	The number of copies of the Proposal to be completed and returned shall be: Properly and separately scanned files of technical and financial proposals shall be uploaded at PPRA EPAD. The same scanned uploaded technical proposal in hard form shall be submitted at address stated in Invitation of proposal notice only, <u>while financial proposal SHALL NOT BE submitted at said address nor shall quoted Prices be mentioned in technical proposal.</u> <u>Evaluation will be made on the Proposal submitted only at EPAD system hence EPAD System must be used for submission of Proposal.</u>
25.	21.2	Bidder's Authorization: Written confirmation of authorization are: On authorizing agency's letterhead. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal
D. Submission of Proposal		
26.	22.2 (a)	Proposal shall be submitted, as per E-Pak Procurement Regulations 2023 , at PPRA EPAD System (www.eprocure.gov.pk) Properly and separately scanned files of technical and financial proposals shall be uploaded at PPRA EPAD. The same scanned uploaded technical proposal in hard form shall be submitted at address stated below only, <u>while financial proposal SHALL NOT BE submitted at said address nor shall quoted Prices be mentioned in technical proposal.</u> Manager Procurement (Muhammad.asif@ndrmf.pk) National Disaster Risk Management Fund's Office located at 5th Floor, EOBI House, G-10/4, Mauve Area, Islamabad. Phone No: 051-9108300 Ext (415)
27.	22.2 (b)	Title of the subject Procurement or Project name: SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module IFP title and No: 2205/24/MIS Time and date for submission: <u>1100 Hours, 24th July 2024</u>
28.	23.1	The deadline for Proposal submission on EPAD is a) Day: Wednesday b) Date: 24th July 2024 c) Time: 1100 Hours

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
E. Opening and Evaluation of Proposal		
29.	26.1	<p>a) Place of Opening Address: National Disaster Risk Management Fund's Office located at 5th Floor, EOBI House, G-10/4, Mauve Area, Islamabad.</p> <p>b) Day: Wednesday</p> <p>c) Date: 24th July 2024</p> <p>d) Time: 1130 Hours</p>
	26.6	<p>Applicable Bidding Procedure is: Single Stage Two Envelopes</p> <p>The designated Committee in first instance will only open the Technical Proposals as per PDS Clause No. 29. via EPAD.</p> <p>The Financial Proposals at EPAD System will remain encrypted until the specified date and time of Financial Proposal(s) opening. Technically qualified bidder(s) financial proposal(s) will be publicly opened on prior communicated date and time.</p>
30.	32.2	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert all Proposal prices expressed in various currencies is: <i>Pakistani Rupees</i></p> <p>The source of exchange rate shall be: <i>N/A</i></p> <p>The date of exchange rate shall be: <i>N/A</i></p>
31.	35.1	<p>Evaluation Techniques Least Cost Based Selection (LCBS)</p> <p>Bidders whose technical proposal qualifies after meeting the requirements of eligibility, qualification and substantial responsiveness, only then their financial Proposal(s) will be opened and assessed in compliance with all the mandatory technical parameters/requirements. Bidder having lowest evaluated cost (or financial proposal) shall be considered highest ranked Proposal.</p>
32.	33.4 (h)	Other specific criteria are: <i>N/A</i>
33.	33.5 (a)	<p><u>Delivery schedule:</u></p> <p>i-For ERP Support Services agreement partial lump-sum mode will be applicable, wherein ERP functional & technical support function will be required to perform as per actual on hourly basis i.e. 1250 hours for One (01) Year (extendable upon satisfactory performance)</p> <p>ii-SAP Project System module implementation will be linked with the pre-defined outputs/deliverables as per Section-V Scope of Work Period of delivery of services would be Six (06) months</p>
34.	33.5 (b)	Deviation in payment schedule: Deviation not permitted

PDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
35.	33.6	Lots are Not Applicable
36.	34.1	a) Domestic preference to apply: N/A
F. Award of Contract		
37.	40.1	Percentage for quantity increase or decrease is: Not applicable
38.	43.1	<p>The Performance Security: - After the receipt of “Notification of Award”, the successful Bidder, within 03 days from the date of issuance of Notification of Award, shall deliver to the NDRMF a Performance Security (initially valid for one year) in shape of CDR or unconditional Bank Guarantee from any scheduled Bank of Pakistan, equivalent to 10% of the amount which would be arrived by adding the total cost of support Hours i.e. (<i>per hour quoted DDP price x 1250 hours</i>) to total quoted DDP Lump-sum price for Implementation & Configuration of SAP Project Systems</p> <p>The Performance Bank Guarantee shall be released upon completion of Service Level Agreement for ERP Support Services.</p>
39.	43.2	The Performance Security (or guarantee) shall be in the form of CDR or unconditional Bank Guarantee from any scheduled Bank of Pakistan as per provided Form of Performance Security
40.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Grievances Redressal & Compliant Review Mechanism		
41.	49.1	The address of the Procuring Agency: National Disaster Risk Management Fund’s Office located at 5th Floor, EOBI House, G-10/4, Mauve Area, Islamabad.
42.		The Address of PPRA to submit a copy of grievance: <i>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan</i> Tel: +92-51-9202254

SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

2. India
3. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCOPE OF SERVICES

1- BACKGROUND

National Disaster Risk Management Fund (NDRMF) is a non-profit organization established under section 42 of the Companies Act 2017. NDRMF is a government-owned entity that provides grants for projects. These projects are contributing to Pakistan's enhancement in resilience to disaster, climatic and other natural hazards to strengthen the government's ability in making Pakistan a disaster-resilient country.

In 2020, NDRMF rolled out an ERP system in SAP (S/4 HANA 1809 version) to automate core business processes. ERP system went Go-Live w.e.f. July 2021. ERP consists of the following key modules.

- a) Financial and Controlling (FI/CO) including Fund & Grant Management
- b) HCM the Human Resource module
- c) Material Management (Purchasing and Inventory Management)
- d) Task Manager (Customized developed Task assignment application)
- e) Vendor Registration portal in MM module
- f) Admin Data Entry Screen

2- SCOPE OF WORK

The Service provider will maintain the ERP (S4 HANA 1809 and Custom Development) to ensure the availability and proper functioning of the ERP applications. The service provider resources will support in;

- a) Analyzing and resolving issues in existing process execution;
- b) Identifying Master Data issues and supporting its rectification.
- c) Development work for enhancements/changes in the customized applications
- d) ABAP support for Custom Code and process changes and bug fixing. In addition, BASIS supports monitoring and tuning of the system performance.
- e) Custom Dashboard Development on Fiori/Design Studio
- f) SAP Project System module implementation
- g) **For Support Services agreement partial lump-sum mode will be applicable, wherein SAP Project System module implementation will be linked with the pre-defined outputs/deliverables, and ERP functional & technical support function will be required to perform as per actual on hourly basis (1250 hours for One (01) Year).**

2.1 ROLES & RESPONSIBILITIES FOR ERP SUPPORT SERVICES (1250 HOURS FOR ONE (01) YEAR

The firm will be required to perform the following activities/tasks (as per requirement): -

a) ERP Functional & Technical Support

- i. Gather and analyze information to prepare the requirement specifications document with the active involvement of the respective department representative from NDRMF.
- ii. Provide end-user or power user training and support for executing existing system processes, addressing specific needs as they arise.
- iii. Identify and troubleshoot problems or bugs, engaging the existing functional users as needed.

- iv. Review end-user manuals, programs, and procedures, and conduct training sessions accordingly.
- v. Assess the need for and, if necessary, redesign and reconfigure the system.
- vi. Conduct mapping and gap analysis to identify discrepancies and areas for improvement.
- vii. Conduct functional testing sessions with end users to ensure system functionality aligns with business needs.
- viii. Gain a comprehensive understanding of the business processes from end to end and create corresponding test scripts.
- ix. Troubleshoot and resolve any applications configuration or functionality issues that may arise.
- x. Configure/Development of approval workflows as per the organization requirements
- xi. Configure/Development of new processes/functionality and enhancements within the system as required.
- xii. Perform quarterly and annual year-end activities as part of routine system maintenance and compliance.
- xiii. The service provider will provide the technical support on following areas:
 - a) Fiori Application / BASIS activity / ABAP Development
 - b) Process reengineering / Change in Organizational Structure if required
 - c) Changes/improvements in the customized modules/solutions, if required
 - d) All bug fixes or changes in process flows which include the additional development or new development the resource provide will engage the existing technical staff of the NDRMF side by side with their trained resources to make them complete hands-on.
- xiv. Support to ERP Release/Upgrade tasks
- xv. ERP/DB upgrades, patch application, migration etc.
- xvi. Implementation /Integration of any third-party tools if required
- xvii. Provision of training manuals and training will be provided on the reengineering of the processes or reports delivered by the CONSULTANT during support.
- xviii. ERP Request and transport management system
- xix. ERP OSS Notes implementation
- xx. Applying add-ons and support packages for new functionality
- xxi. System landscape configuration and operation
- xxii. Activate new application enhancements in the systems
- xxiii. HANA Database administration (Monitoring, table space maintenance, upgrades, patches, performance management)
- xxiv. Resolve ERP security role conflicts and errors

b) SAP Modules Support

• FICO	• MM	• HCM
• FM	• GM	ABAP & BASIS

c) Custom Modules Support

Sr. #	Module	Description	Technology Stack
01	Task Manager	E-File Management System	ABAP / FIORI
02	RTB/TES	Travel Management	ABAP / FIORI
03	COT, DOT , POT	(Company/Department/Personal) Objectives Tracking System	ABAP / FIORI
04	Vendor Portal	Vendor Registration Portal	ABAP / FIORI
05	Admin Module	Petty Cash Management	ABAP / FIORI

d) Service Provider's Support Mode:

- i. For transparency, tracking of tickets and swift resolution service provider will provide access to the web-based support portal to the NDRMF.
 - ii. Technical resource availability for aforesaid support functions will be required on-site/off-site on need basis, if and when required.
 - iii. For support function Service provider would invoice NDRMF for payment against consumed working hours on monthly basis (in case any hour consumed in that particular month).
 - iv. Support activities should be communicated between NDRMF & the Service Provider through proper mechanism/channel i.e. **(email/portal)**.
 - v. Each party shall be required to nominate representatives for each party, who shall be the primary point of contacts in relation to all matters arising from this Service Level Agreement (SLA). Said representatives appointed shall be authorized to make decisions on the operations of the SLA.
- e) The Service Provider will be required to furnish concise documentation on BASIS-related errors, specifying issue identification, resolution timeline, and detailed solutions. Additionally, they must provide technical training materials to equip the NDRMF technical team for proficient handling of routine challenges.

2.2 IMPLEMENTATION OF SAP PROJECT SYSTEM MODULE (ONE-TIME-DELIVERABLE BASED)

a) Requirements

- i. Gather requirements from business users and stakeholders.
- ii. Document current business processes and identify areas for improvement.
- iii. Design the future state processes leveraging SAP Project Systems functionality.
- iv. Create a detailed blueprint document outlining system configurations and customizations.
- v. Configure SAP PS modules based on the business blueprint.
- vi. Set up organizational structures such as project definition types, project profiles, and work breakdown structures (WBS) etc.
- vii. Define project coding structures, including project templates, project coding masks, and project profiles.
- viii. Configure cost planning, including cost planning profiles.
- ix. Configure integration points with other SAP modules like SAP Finance (FI), Controlling (CO), Material Management (MM), and Human Capital Management (HCM).
- x. Develop and implement any necessary custom functionalities not covered by standard SAP PS.
- xi. Customize reports and dashboards to meet specific business requirements.
- xii. Develop test scenarios and scripts covering end-to-end processes.
- xiii. Conduct unit testing, integration testing, and user acceptance testing (UAT).
- xiv. Resolve any issues identified during testing and retest as necessary.
- xv. Develop training materials including user manuals, guides, and tutorials.
- xvi. Conduct training sessions for end-users, project managers, and administrators.
- xvii. Plan the cutover activities including data migration, system downtime, and user provisioning.
- xviii. Perform a final data migration and system validation.
- xix. Deploy the SAP PS application to production environment.

- xx. Provide post-implementation support to address any user queries or issues.
- xxi. Conduct post-implementation reviews to gather feedback and identify areas for further improvement.
- xxii. Update documentation and knowledge transfer to the support team.

b) Deliverables & Expected Output - Implementation of SAP Project System Module: -

Sr No.	Deliverable	Action Require	Tentative Time Period (starting from NTP)	Payment Milestone
i)	Requirement Analysis Report	Submit Requirement Analysis Report	04 weeks after issuance of NTP	10% upon submission of Requirement Analysis Report
ii)	Business Process Design Document	Submit Business Process Design Documents	04 Weeks after submission of Requirement Analysis Document	10% upon submission of Business Process Documents
iii)	Fully functional SAP Project System module as per the approved BPDs	Module should be in working condition in terms of all requirements	12 Weeks after approval of BPDs	50% upon approval/acceptance of PS Module in working condition in terms of all requirements
iv)	End User Training & User Acceptance Testing to relevant department	Training & User Acceptance Testing to relevant department	04 Weeks after submission of	25% upon End User Training & User Acceptance Testing to relevant department
v)	Successful Completion of all the tasks regarding implementation of SAP PS Module			5% upon successful completion and endorsement by NDRMF

c) Payment for Implementation of SAP Project System Module

Firm will submit separate GST invoices along with each respective deliverable to Fund's Authorized Officer to claim payment against implementation of SAP Project System Module, as per schedule provided above

3- TIMELINE

- 3.1 **Period of Support Services: -** 1250 hours for One (01) Year (Extendable to another one year upon satisfactory performance)
- 3.2 **Period for Implementation of SAP Project System Module: -** Six (06) Months

SECTION VI: STANDARD FORMS (BIDDERS RESPONSE SCHEDULES)

Form 1: Form of Proposal

Form 2: Price Schedule

Form 3: Form of Qualification Information

Form 4: Proposal Securing Declaration

A. Form 1: Form of Proposal

Date:

To: **Manager Procurement**

National Disaster Risk Management Fund

5th Floor, EOBI House, G-10/4, Mauve Area, Islamabad

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of Services and services]* in conformity with the said Bidding Documents stated terms & conditions for the sum of *[total Proposal Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Proposal suppression.

We are hereby confirming *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Proposal is accepted, to deliver the Services in accordance with the delivery schedule specified in the Scope of Services

If our Proposal is accepted, we undertake to provide services as specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Proposal for the Proposal Validity of 60 days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Proposal in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or Service Providers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Proposal you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Proposal for and on behalf of _____

B. Form 2: Price Schedule

This form shall be printed on bidder's letterhead

Sr. No	Item Description	Unit	Total Cost per Hour -DDP (PKR) Inclusive of all Taxers	Total Cost for 1250 Hours (for one year) DDP (PKR) Inclusive of all Taxers
1	SAP ERP Support Services (Hourly basis)			
1.1	SAP ERP Support Services- On site	Hours		
1.2	SAP ERP Support Services- Off site	Hours		
Sub Total (1)				Rs.
Sr. No	Item Description	Unit	Total Lump-sum Cost PKR (DDP Basis) Inclusive of all Taxers	
2	Implementation & Configuration of SAP Project Systems Module (Lump-sum)			
2.1	Implementation & Configuration of SAP Project Systems Module	Lump-sum		
Sub Total (2)			Rs.	
Grand Total (1 +2)			Rs.	

Note: - Bidders are required to quote price for all the aforesaid areas/services mentioned at Sr No 1 & 2.

C. Form 3: Form of Qualification Information

1. **Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach registration certificate]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Proposal: *[attach]*
- 1.2 The qualification criteria required from Bidders in ITB 13.3(b) as follows:
- a) Must be registered with Income & sales Tax Departments and on ATL status
 - b) Service provider must have proper Business Location/setup and telephone facility
 - c) Bidders must provide an Affidavit on judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization
 - d) Firm must have **Minimum Two (02) years of experience and track record of completed projects over the last two (02) years as per following besides, having pool of consultants having following expertise** (firm must *provide documentary evidence such as work orders, Contracts, completion certificate of projects CV/Profiles of Experts and Web links of Completed Projects, performance certificates etc. to establish the experience*): -
 - i) **SAP Integration Experience (over the last two years)**: Demonstrated experience in a minimum of **20 integrations utilizing**: BTP (CPI, APIM, Event Mesh) platform, REST API, SOAP Web Services, RFC, etc.
 - ii) **Certified Consultants**: Firm must have a pool of consultants comprising at least **three (03) certified professionals** for each of the following modules, each with a **minimum of 10 years of experience**:
 - o SAP FICO, MM, HCM, ABAP, BASIS
 - iii) **SAP Project System**: Firm must have **at least two (02) PS resources** with a minimum of **10 years of experience**, each holding SAP certifications.
 - iv) **UI/UX and Application Development**: Firm must have a minimum of **two (02) FIORI developers with more than five years of experience in SAP UI5/Fiori app development**, and at least **one (01) developer must possess Fiori certification**.
 - v) **Workflow Development**: Proven track record in executing workflow development over the last two years, encompassing SAP FICO, MM, HCM, PS, and customized applications.
 - vi) **SAP BTP**: Firm must have proven experience in SAP BTP with expertise in SAP CPI, Event Mesh, and APIM.
 - vii) Firms must provide **satisfactory Performance Certificates** from at-least the last three (03) Procuring Agencies along with the details of Contact Person for Reference check (*in case of un-satisfactory past performance, that Firm will be declared non-responsive*).

D. Form 4: Proposal Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To:

Manager Procurement

National Disaster Risk Management Fund

5th Floor, EOBI House, G-10/4, Mauve Area, Islamabad

We, the undersigned, declare that:

We understand that, according to your conditions, Proposal/ Proposal must be supported by a Proposal Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a Proposal securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

This Section includes the General clauses to be applied in all the contracts. These GCC are supplemented by Special Conditions of the Contract (SCC) in following Section VIII.

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) “Procuring Agency” means:- any Ministry, Division, Department or any Office of the Federal Government; any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government; Herein it is referred to “National Disaster Risk Management Fund” (NDRMF</p> <p>(c) “Procuring Agency’s Personnel” refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.</p> <p>(d) “Consultant” means an individual consultant or a consulting firm as the case may be;</p> <p>(e) “Contract” means an agreement enforceable by law;</p> <p>(f) “Contractor” means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;</p> <p>(g) “Contractor’s Personnel” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).</p> <p>(h) “Day” means calendar day unless indicated otherwise.</p>
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	<ul style="list-style-type: none"> (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. (k) “Foreign Currency” means any currency other than the Pakistani Rupees. (l) “GCC” means these General Conditions of Contract. (m) “Government” means the Government of Pakistan. (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. (p) “Local Currency” means the currency of Pakistan (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. (r) “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them. (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (t) “Services” means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Section V: Schedule of Requirements/ToR hereto. (u) “Site” (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be
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		<p>specified in the Contractor's Contract as forming part of the Site.</p> <p>(v) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(w) "Third Party" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.</p> <p>(x) "Title of Procurement", it refers to object of procurement.</p>
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1) Form of Contract, 2) Special Conditions of Contract, 3) General Conditions of Contract, 4) Letter of Acceptance, 5) Certificate of Contract Commencement 6) Specifications 7) Contractor's Proposal, and 8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
	2.4	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Service Provider/ Consultant. The Service Provider/ Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. <i>Conditions Precedent</i>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is

		not met by the date specified in the SCC this contract shall not come into effect;
	3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Service Provider and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Services may be distinct from the nationality of the Service Provider.
7. Standards	7.1	The Services rendered under this Contract shall conform to the standards mentioned in the Schedule of Requirements/ToR, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.
	8.4	The Service Provider shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Service Provider's accounts and records

		relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the Procuring Agency directly, or through the Service Provider by any third party, including Service Providers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
	10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b) A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

11. <i>Effectiveness of Contract</i>	11.1	This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. <i>Termination of Contract for Failure to Become Effective</i>	12.1	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. <i>Commencement of Services</i>	13.1	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. <i>Expiration of Contract</i>	14.1	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. <i>Entire Agreement</i>	15.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. <i>Modifications or Variations</i>	16.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	16.2	In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
17. Force Majeure	17.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
<i>a. Definition</i>	17.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

	17.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<i>b. No Breach of Contract</i>	17.4	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<i>c. Measures to be Taken</i>	17.5	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	17.6	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	17.7	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	17.8	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either: a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	17.9	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49.

18. <i>Suspension</i>	18.1	The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. <i>Termination</i>	19.1	This Contract may be terminated by either Party as per provisions set up below:
<i>a. By the Procuring Agency</i>	19.1.1	<p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49 (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
	19.1.2	If the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
<i>b. By the Consultant</i>	19.1.3	The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring

		<p>Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.</p> <p>(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.</p>
<i>c. Cessation of Rights and Obligations</i>	19.1.4	<p>Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.</p>
<i>d. Cessation of Services</i>	19.1.5	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<i>e. Payment upon Termination</i>	19.1.6	<p>Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;</p>

		(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
20. General		
<i>a. Standard of Performance</i>	20.1	The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties
	20.2	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
	20.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
<i>b. Law Applicable to Services</i>	20.4	The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
21. Conflict of Interests	21.1	The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<i>a. Consultant Not to Benefit from Commissions, Discounts, etc.</i>	21.1.1	The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
	21.1.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

<i>b. Consultant and Affiliates Not to Engage in Certain Activities</i>	21.1.3	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
<i>c. Prohibition of Conflicting Activities</i>	21.1.4	The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
<i>d. Strict Duty to Disclose Conflicting Activities</i>	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1	Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1	The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1	The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
	25.2	Pursuant to paragraph 1.23 (e) of Attachment 1 to the General

		Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
26. Reporting Obligations	26.1	The Consultant shall submit to the Procuring Agency the reports and documents specified in SCC, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Procuring Agency in Report and Records	27.1	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.
	27.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials	28.1	Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such

		equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.
	28.2	Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. <i>Code of Conduct</i>	29.1	The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.
36. <i>Assistance and Exemptions</i>	36.1	<p>Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency’s country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency’s country according to the applicable law in the Procuring Agency’s country. (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency’s country, of bringing into the Procuring Agency’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to the Project Site	37.1	The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
38. <i>Change in Applicable Law related to Taxes and Duties</i>	38.1	If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39. <i>Services, facilities and Property of the Procuring Agency</i>	39.1	The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Section V: Schedule of Requirement/ToR).
	39.2	In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Schedule of Requirements , the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.
40. <i>Counterpart Personnel</i>	40.1	The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in notification of award .
	40.2	If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in sub-clause 5 of Section V: Schedule of Requirement , the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3 .
	40.3	Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the

	counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
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41. Payment Obligation	41.1	Hundred (100) percent payment after successful evaluation, submission and acceptance of requisite deliverable as stated in Section V, shall be made within Thirty (30) days of submission of claim supported by a copy of the General Sales Tax (GST) invoice showing the amount of sales tax have been submitted along with the invoice and other document indicated in SCC 15. In case GST is not applicable on the Goods to be procured, the service provider shall provide the documentary evidence to the said effect.
44. Taxes and Duties	44.1	The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
	44.2	As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.
45. Currency of Payment	45.1	a) Any payment under this Contract shall be made in the currency(ies) specified in the SCC.
46. Mode of Billing and Payment	46.1	Not applicable
47. Interest on Delayed Payment	47.1	If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
48. Good Faith	48.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
49. Amicable Settlement	49.1	Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project -whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

	49.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.
	49.3	Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: National Disaster Risk Management Fund
2.	1.1(d) (f)	The Service Provider is: <i>[Name and address]</i>
3.	1.1(x)	The title of the subject procurement or The Project is: SAP ERP Support Services and Implementation & Configuration of SAP Project Systems Module
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the Government of Pakistan
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is Pakistan
Performance Security (or guarantee) (GCC 10)		
7.	10.1	Not Applicable
Effectiveness of Contract (GCC 11)		
8.	11.1	Date of signing of ERP Service Level Agreement
Termination of Contract for Failure to Become Effective (GCC Clause 12)		
9.	12.2	Termination of Contract for Failure to Become Effective: The time period shall be two weeks
10.	13.1	Commencement of Services: Date of signing of ERP Service Level Agreement
11.	14.1	Expiration of Contract: For ERP Support Services agreement partial lump-sum mode will be applicable <u>ERP functional & technical support function will be required to perform as per actual on hourly basis i.e. 1250 hours for One (01) Year (extendable upon satisfactory performance)</u>

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		SAP Project System module implementation will be linked with the pre-defined outputs/deliverables as per Section-V Scope of Work Period of delivery of services would be Six (06) months
12.	21.1.3	Conflict of Interest (GCC Clause 21) The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: YES
13.	23.1	Limitation of the Consultant’s Liability towards Procuring Agency: a. Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency’s property, shall not be liable to the Procuring Agency: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds two times the total value of the Contract;
14.	24.1	The insurance coverage against the risks shall be as follows: Where required to be borne by Consultant
15.	26.	Reporting Obligations. <ul style="list-style-type: none"> • For transparency, tracking of tickets and swift resolution service provider will provide access to the web-based support portal to the NDRMF. • Technical resource availability for aforesaid support functions will be required on-site/off-site on need basis, if and when required. • For support function Service provider would invoice NDRMF for payment against consumed working hours’ on monthly basis (in case any hour consumed in that particular month). • Support activities should be communicated between NDRMF & the Service Provider through proper mechanism/channel i.e. (email/portal). • Each party shall be required to nominate representatives for each party, who shall be the primary point of contacts in relation to all matters arising from this Service Level Agreement (SLA). Said representatives appointed shall be authorized to make decisions on the operations of the SLA. • Mechanism for Quality Assurance process and reporting shall be devised

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
16.	29.1	The Consultant is required to have a Code of Conduct for Experts as per the policy of the Authority.
17.	36.1	Except sub-clause (a) rest are not applicable.
18.	41.1	<p>1- Payment Terms: Payment shall be made in Pak. Rupees in the following manner:</p> <p>i- Payment for support function: - Service provider would invoice NDRMF for payment against consumed working hours' on monthly basis (in case any hour consumed in that particular month). Payment shall be made on reimbursement mode. Service Provider shall clearly mention in the monthly invoice the details of services performed and total hours consumed during that particular month, in accordance with the requirement shared by NDRMF's Authorized officer</p> <p>ii- Payment for Implementation of SAP Project System Module:- Service Provider will submit separate GST invoices and delivery challan along with each respective deliverable to Fund's Authorized officer to claim payment against implementation of SAP Project System Module, as per schedule provided in the scope of Work</p> <p>2- Payments against aforesaid services shall be made against services performed and accepted, within thirty (30) days of submission of claim supported by the respective supporting documents.</p> <p>3- Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.</p>
19.	44.1	Government of Pakistan prevailing tax tariff applicable.
20.	45.1	The currency [currencies] of payment shall be the following: Pakistani Rupees
21.	47.1	Interest Rate: Not applicable

SECTION IX: FORMS



Form 5: Form of Contract

THIS AGREEMENT number _____ made on _____ 2024, between **National Disaster Risk Management Fund (NDRMF)**, having its office located at Floor No. 5, EOBI Building, Plot/Block 33-34, Mauve Area Near NADRA Office, G 10/4, Islamabad (hereinafter called "the Procuring Agency") on the one part and **M/s _____**, located at _____ (hereinafter called "the Service Provider") on the other part.

WHEREAS the Procuring Agency invited Proposal for hiring of a firm to provide **SAP ERP Support Services and Services for Implementation & Configuration of SAP Project Systems Module** and has accepted a Proposal by the Service Provider for providing said services as per following rates inclusive of all taxes, (hereinafter called "the Contract Price" and will be valid till performance of the Contract: -

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - (a) This form of Contract;
 - (b) the Form of Proposal and the Price Schedule submitted by the Bidder;
 - (c) the Scope of services;
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of the Contract;
 - (f) the Procuring Agency's Notification of Award; and
 - (g) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Services and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of '**Procuring Agency/NDRMF**'

For and on behalf of '**Service Provider/ M/s**

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

WITNESSES

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

Form-6: Performance Security Form

To: *National Disaster Risk Management Fund - NDRMF*

Whereas *[name of the Consultant]* (hereinafter called "the Consultant/Service Provider) has submitted its proposal dated *[date of submission of Proposal]* for the provision of *SAP ERP Support Services and Services for Implementation & Configuration of SAP Project Systems Module* (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *National Disaster Risk Management Fund* (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 2024

THE CONDITIONS of this obligation are:

1. If the Proposal
 - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
 - (b) Disagreement to arithmetical correction made to the Proposal price; or
 - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 2024



Form-7: Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: SAP ERP Support Services and Services for Implementation & Configuration of SAP Project Systems Module

[Name of Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Service Provider] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Service Provider] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Service Provider] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Service Provider] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Service Provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Service Provider]